

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

MERCHANTS BONDING COMPANY,

Civil No. 10-0135 (JRT/SRN)

Plaintiff,

v.

ORDER

MANHEIM SERVICES
CORPORATION, DEALER SERVICES
CORPORATION, EIDE MOTORS, INC.
AND UNKNOWN CLAIMANTS,

Defendants.

Thomas Radio, **HINSHAW & CULBERTSON LLP**, 333 South Seventh Street, Suite 2000, Minneapolis, MN 55402, for plaintiff.

This matter is before the Court upon the stipulation of dismissal filed by Plaintiff, Merchants Bonding Company and Defendant Eide Motors, Inc. [Docket No. 4].

IT IS HEREBY ORDERED that:

1. Pursuant to and subject to the terms of a separately executed Stipulation between Merchants and Eide, any and all claims by Eide against Merchants or Merchants' principal, Erickson Auto, in connection with Merchants' Bond No. ND 1087, to any extent previously asserted and/or which could have been asserted in the past and/or future, are hereby **DISMISSED WITH PREJUDICE**;

2. Consistent with the terms of a separately executed Stipulation between Merchants and Eide, Merchants hereby dismisses Eide as a Defendant in the instant litigation with prejudice;

3. Consistent with the aforesaid Stipulation and instant Agreed Dismissal Order, Eide shall not receive any Bond proceeds from Merchants Bond No. ND 1087;

4. Any and all legal obligations of Merchants pursuant to Bond No. ND 1087 as to Claimant/Defendant Eide, which have been and/or which could have been asserted in the past, present and/or future, are discharged in full as to Eide;

5. The entry of the instant Agreed Dismissal Order shall not otherwise affect the instant litigation as to Defendants Manheim Services Corporation d/b/a Manheim Minneapolis, Dealer Services Corporation and/or any and all Unknown Claimants.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: February 23, 2010
at Minneapolis, Minnesota

s/John R. Tunheim
JOHN R. TUNHEIM
United States District Judge